

# LETTINGS POLICY



**Approved by:** Trust Board

**Review date:** September 2024

## **Mission**

To promote a culture of educational excellence, kindness and respect within our school and wider community. Where pupils and staff care about learning and each other, are committed to being their best and together confidently challenge barriers to learning. This is underpinned by our values; We Care, We Challenge, We Commit.

## **We Care – Being a responsible citizen in Fulwood and our wider community**

1. We are approachable, caring and inclusive
2. We make the right choices even in difficult circumstances
3. We speak politely and use our manners
4. We are responsible for our own physical and mental well-being and support others
5. We help other pupils, teachers and other adults where we can
6. We speak up for causes (anti-bullying, equality, the environment)
7. We take part in charity events and volunteering in our community

## **We Challenge – Working together for excellence**

- 1) We challenge ourselves to be the best we can be
- 2) We take opportunities to help each other in our studies
- 3) We take part in school campaigns and events
- 4) We take time to find out about each other and our interests
- 5) We own up to our mistakes and accept any consequences
- 6) We show resilience when we find tasks hard
- 7) We recognise that the actions of individuals and small groups can create great change
- 8) We rise to a challenge

## **We Commit - Aspiring to be our best**

Article I. We are organised, efficient and set high expectations for ourselves and others

Article II. We work hard and take pride in our work

Article III. We have excellent attendance and punctuality

Article IV. We have the highest standards and always wear the right uniform

Article V. We work hard in lessons and complete homework

Article VI. We participate in extra-curricular activities

Article VII. We read every day

Article VIII. We follow all school rules

## Introduction and Background

The Trustee Board will make every reasonable effort to ensure the Academy building and grounds are available for community use. However, the overriding aim of the Trustee Board is to support the Academy in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

## Definition of a Letting

A letting may be defined as 'any use of the Academy premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its pupils.

## Charges for Lettings

The trustee board are responsible for setting the charges for the letting of the Academy premises, as set out in the approved scale of lettings charges (Appendix B)

## Additional Charges and Deposits

Fulwood Academy reserves the right to require a refundable deposit (over and above the charge) as security against damage to the premises (including any equipment) or against the premises being left in an unacceptable condition requiring the Academy to incur additional cost, e.g. for cleaning, caretaking and other expenses.

## Application

Applying to use the Academy premises should be made to the Director of Finance and Operations and the Letting Agreement should be filled in prior to any event taking place. The Director of Finance and Operations will resolve any conflicting requests for the use of the premises, with Academy functions always receiving priority.

The Director of Finance and Operations is responsible for the management of lettings in accordance with the Academy policy. If the Director of Finance and Operations or the Academy Principal has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Trustees, who has the authority to determine the issue on behalf of the Trust.

The Academy has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

## Letting Agreement

Once a letting has been approved, confirmation will be sent to the hirer regarding the details of the letting, along with a copy of the terms and conditions (Appendix A) and the letting agreement (Appendix C).

The letting agreement needs to be signed and returned to the Academy before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the Academy's bank account to offset the costs of services, staffing, utility costs etc.

## Termination of the Letting Agreement

The Director of Finance and Operations or The Principal has the immediate power to terminate any letting agreement relating to the hire of the Academy premises, in accordance with the terms and conditions of the model agreement attached.

The Academy maintains a zero tolerance policy and abuse of any kind will not be tolerated. The Director of Finance & Operations or the Principal have the immediate power to terminate any letting agreement relating to the hire of the Academy premises if the hirer's manner breaches the academy's zero tolerance stance.

## Safeguarding

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the Academy for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The Academy reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Academy is not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

## **Appendix A**

### **TERMS AND CONDITIONS OF LETTING OF THE FULWOOD ACADEMY PREMISES**

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### **1. STATUS OF THE HIRER**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Academy to them or of creating any tenancy between the Academy and the hirer.

#### **2. DISCLOSURE AND BARRING SERVICE CHECKS**

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Director of Finance & Operations/ Principal, to ensure that they have complied with the DBS Code of Practice.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the Academy any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

#### **3. INDEMNITY AND INSURANCE**

Lettings are made on the agreement that the Academy is indemnified by the hirer against any loss, damage, costs and expenses during the use of its premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Academy (refer to Lettings Indemnity Form – Appendix D).

The hirer shall insure, with a reputable insurance office approved by the Academy, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Academy, the insurance cover shall provide a limit indemnity of not less than £2,000,000 (two million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Principal or Director of Finance & Operations within seven days of a request.

Neither the Academy nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

#### **4. STATUTORY REQUIREMENTS**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the Academy premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

#### **5. LICENSES AND PERMISSIONS**

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the Academy the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice (TENS).

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Academy against all sums of money which it may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Neither the Academy nor the Local Authority shall be responsible for any Licenses or permissions required arising out of the letting of the premises.

## 6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the Academy's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Director of Finance & Operations
- d) The hirer is responsible for familiarising his/ herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected without the consent of the Academy.
- g) No unauthorised heating appliances shall be used on the premises
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Academy will disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

## **THE HIRER'S RESPONSIBILITIES**

The hirer must inform the Academy of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

### **6.1 OWN RISK**

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **6.2 FIRST AID FACILITIES**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the Academy to provide first aid facilities and use of the academies resources are not available.

### **6.3 FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Academy fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in Academy buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

### **6.4 FOOD AND DRINK**

No food and drink may be prepared or consumed on the property without the direct permission of the Director of Finance & Operations in line with current food hygiene regulations.



## **6.5 KITCHEN/ FOOD PREPARATION, FACILITIES AND EQUIPMENT**

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the Academy staff is available to supervise such use and subject to reimbursement of the additional resultant staff costs.

## **6.6 ALCOHOL**

No alcohol is permitted to be bought, sold or consumed on any part of the premises.

## **6.7 SMOKING**

The whole of the Academy premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

## **6.8 BETTING, GAMING AND LOTTERIES**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **6.9 NUISANCE/DISTURBANCE**

Hirers and organisers of events in the Academy premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

## **6.10 DISPOSAL OF WASTE**

The hirer must comply with the Academy's arrangements for disposal of any rubbish or waste materials. All facilities must be left litter free and fit for the main purpose of teaching and learning. Any additional cleaning costs must be met by the Hirer.

## **6.11 ANIMALS**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the Academy premises.

## **6.12 RULES**

The hirer shall comply with any rules and regulations which the Academy shall make from time to time.

### **6.13 CHARGES AND CANCELLATIONS**

For facilities booked in advance the Hirer must inform the Academy of their wish to cancel the hire no later than 28 calendar days before the date and time the hire is due to commence. Cancellation notices can be made by telephone but must be confirmed by email to arrive at the Academy no later than the 28 calendar days before the date/ time of hire. Where notice of cancellation is received with less than 28 calendar days before the date/ time of hire the Academy reserves the right to charge the Hirer the full hire fee.

The Academy reserves the right to withdraw from hire of any facility to part of the site where there is a requirement for use of that facility or part of the site for the educational benefit of the students at the Academy. Should the need arise to invoke this clause the Academy will seek to provide as much advance notice as possible to the Hirer and where possible offer alternative facilities. In the event that no alternative facility can be made available and/ or there is no opportunity to provide advance notice the Academy will not be liable for any direct or consequential losses or costs incurred by the Hirer as a result of the Academy's actions.

The Academy will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Academy of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Academy as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the Academies facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Director of Finance & Operations, the Academy reserves the right to terminate the letting with notice of one week. The Academy will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Academy as to whether a letting should be cancelled shall be binding on the hirer. It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the Academy facilities in the event of the letting being cancelled for the reason outlined above

### **6.14 SUB-LETTING**

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

### **6.15 STORAGE ANCILLARY TO THE LETTING**

The permission of the Director of Finance & Operations must be obtained before goods or equipment are left or stored on the premises. The Director of Finance & Operations is authorised to grant permission for the overnight storage of goods and equipment brought to the Academy for a particular event.

### **6.16 LOSS OF PROPERTY**

The Trust cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

## **6.17 CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Academy. In particular the Hirer must ensure that access to the Academy by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the Academy should avoid undue noise on arrival and departure. Speed limit of 5 MPH must also be adhered to whilst on the Academies premises.

## **6.18 TOILET FACILITIES**

Access to the designated Academy toilet facilities is included as part of the letting arrangements.

## **6.19 RIGHT OF ACCESS**

The Academy reserves the right of access to the premises during the letting for emergency or monitoring purposes and the Director of Finance & Operations may monitor activities from time to time.

## **6.20 VACATION OF PREMISES**

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. The Hirer is responsible for ensuring that people leaving the premises do not disturb the Academy's local neighbours.

## **Appendix B**

### **Lettings Charges**

<b>Type</b>	<b>Cost Weekday (Mon – Fri)</b>	<b>Weekend (Sat or Sun)</b>
3G Pitch (Full)	£40.00 Per Hour	£50.00 Per Hour
3G Pitch (Half)	£25.00 Per Hour	£35.00 Per Hour
Academy Field (Children)	£30.00 Per Hour	£40.00 Per Hour
Academy Field (Adults)	£40.00 Per Hour	£50.00 Per Hour
Assembly Hall/ Theatre	£40.00 Per Hour	£50.00 Per Hour
Meeting Room	£30.00 Per Hour	£40.00 Per Hour
Music Room/ Classroom	£25.00 Per Hour	£30.00 Per Hour
Media Studio (TV/Radio/Music)	£25.00 Per Hour	£30.00 Per Hour
Use Of Academy Media Technician	£25.00 Per Hour	£40.00 Per Hour

**Please note: Hire of the music room does not include use of the academies instruments, these must be provided by the hirer.**

**Appendix C**

**LETTINGS APPLICATION FORM**

Letting Number \_\_\_\_\_

Note to applicant: Before completing this form, please carefully read the terms and conditions of letting. Return completed forms to: **The Director of Finance & Operations, Fulwood Academy, Black Bull Lane, Fulwood, Preston, Lancashire PR2 9YR and should be returned at least 28 days before the event.**

Accommodation / Facilities Required	Purpose of hire	Day of week	Dates required		Times required *	
			From	To	From	To

* Please indicate times allowing for setting up and departure from the site.	Consecutive lets (10 lets or more)? YES / NO
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Special Requirements: Please specify details  
 Parking, chairs set out, equipment?  
 Please indicate if you wish the letting to continue through the Academy holidays: YES / NO  
 Hirers using the facilities for commercial or business use, or for meetings organised by political parties must provide proof of adequate insurance to the Academy.

Name of applicant..... Telephone No. (Office hours)  
 .....  
 Full postal address .....

Email Address.....

Name of organisation .....

Details of organisation.....

Is the organisation a Registered Charity? YES / NO If YES state registration number.....

Is one-off Academy hirer’s liability insurance cover required? YES / NO

If YES, an additional 10% of the total let cost will be added to the invoice for this cover

I personally agree to be responsible for the fees charged in respect of this letting. I have read the terms and conditions of letting, and will observe them.

Signature of applicant: .....

Date:

.....

**Appendix D**

**LETTINGS INDEMNITY FORM**

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the Academy against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the Academy may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as follows:

Policy Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name and Address of Insurance Company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indemnity Limit: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Appendix E**

**SAFEGUARDING**

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Purpose of Letting: \_\_\_\_\_

Date: \_\_\_\_\_

**DECLARATION (Please read before signing)**

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of Academy Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature \_\_\_\_\_ Date of application \_\_\_\_\_

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss \_\_\_\_\_